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SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
ESSEX COUNTY
DOCKET NO.: ESX-L-_____

MATTHEW J. PLATKIN, Attorney General of the
State of New Jersey, and SUNDEEP IYER,
Director, New Jersey Division on Civil Rights,

Plaintiffs,

v.

IRONWORKERS LOCAL 11 and RAYMOND
WOODALL,

Defendants.

CIVIL ACTION

COMPLAINT

Matthew J. Platkin, Attorney General of the State of New Jersey and Sundeeep Iyer, Director
of the New Jersey Division on Civil Rights (together as "Plaintiffs"), by way of this Complaint
against Defendant Ironworkers Local 11 and against Defendant Raymond Woodall individually,
hereby allege the following:

INTRODUCTION

1. This case involves unlawful discrimination by a New Jersey labor union, Ironworkers Local 11 (“Local 11”). Local 11 runs a union hiring hall, where the union’s leadership receives requests for ironwork assignments from contractors and then refers job assignments to union members. In operating its hiring hall, Local 11 has systematically and repeatedly violated the New Jersey Law Against Discrimination (LAD), N.J.S.A. §§ 10:5-1 to -50. Local 11’s leaders and members have created and maintained a hostile work environment that has resulted in unlawful discrimination against union members based on race, sexual orientation, and sex, and Local 11 has failed to take prompt and effective action to prevent, stop, or remedy that hostile environment. Local 11 has also discriminated on the basis of race by operating an employment referral system that systematically bypassed Black union members for jobs and gave Black union members less desirable job assignments even when they were selected for jobs.

2. This Complaint arises from an investigation conducted by the New Jersey Division on Civil Rights (DCR) in response to a verified complaint received from Kesha Green, a former ironworker and Local 11 member. In conducting its investigation, DCR examined allegations that Local 11 perpetuated a discriminatory and hostile work environment and permitted or ignored retaliation against Green for raising her complaints. DCR also investigated allegations that Local 11’s employment referral system, which assigned union members to ironwork jobs, repeatedly skipped over Black members in favor of non-Black members for jobs.

3. Following its investigation, DCR found probable cause to credit the allegations in Green’s complaint. DCR issued a Finding of Probable Cause on August 16, 2022.

4. DCR’s investigation revealed that Local 11 created or maintained a discriminatory and hostile work environment. Local 11 leadership, employees, or members—including

Defendant Raymond Woodall, who served as Local 11's business manager from 2008 to 2022—used racial slurs, homophobic language, and sexist language in the workplace. Local 11's leadership permitted members to repeatedly utter discriminatory language. And they took no effective action to investigate, stop, prevent, or remedy racist, homophobic, and sexist conduct or to address complaints from Local 11's members, employees, or officers.

5. DCR's investigation also revealed that Local 11's operation of its hiring hall and employment referral system discriminated against Black members seeking ironwork assignments. To distribute jobs or referrals to members, Local 11 maintained an employment referral book, and it adopted a policy under which jobs were assigned to union members based on the order they signed the referral book. Local 11, however, repeatedly bypassed qualified Black union members for jobs in favor of similarly situated non-Black members who signed the referral book later than those denied work.

6. Indeed, on 54 separate occasions over a 14-month period in 2018 and 2019, Local 11 skipped over Black union members in favor of non-Black members. Black union members were skipped at a rate more than three times higher than white union members. And Black union members collectively lost out on almost a year's worth of work within that 14-month period because of Local 11's discriminatory employment referral practices.

7. Despite the large number of deviations from its stated rule, Local 11 has failed in the years since to promptly correct the discriminatory behavior or otherwise prevent it.

8. In short, the evidence demonstrates that Local 11 has engaged in systematic employment discrimination in violation of the LAD. The evidence also demonstrates that Raymond Woodall, Local 11's business manager from 2008 to 2022, aided and abetted Local 11's unlawful and discriminatory conduct.

9. Plaintiffs now file this action to remedy violations of the LAD by Defendants Local 11 and Raymond Woodall. Plaintiffs seek, among other things, a permanent injunction prohibiting Defendants from: (i) engaging in conduct or other employment practices that create a hostile work environment due to discrimination on the basis of race, sexual orientation, and sex; and (ii) maintaining a policy or practice of differential treatment where members are denied job assignments or receive lower quality job assignments on the basis of race.

10. Plaintiffs further seek compensatory damages for economic loss and other harms suffered by named and unnamed victims of Defendants' discriminatory practices and policies, as well as civil penalties for Defendants' violations of the LAD.

JURISDICTION, VENUE, AND PARTIES

11. The Attorney General, having offices at 25 Market Street, Trenton, New Jersey, 08611 and 124 Halsey Street, Newark, New Jersey, 07102, is charged with enforcing the LAD. N.J.S.A. §§ 10:5-1 to -50. The Attorney General is authorized to proceed against any person to compel compliance with any provisions of the LAD or to prevent violations or attempts to violate any such provisions and to file a complaint in Superior Court alleging violations of the LAD. N.J.S.A. § 10:5-13.

12. The Director of DCR ("Director") is charged with administering and enforcing the LAD on behalf of the Attorney General. DCR, having offices located at 31 Clinton Street, Newark, New Jersey, 07102; 140 East Front Street, Trenton, New Jersey, 08608; 5 Executive Campus, Cherry Hill, New Jersey, 08002; and 1601 Atlantic Avenue, Atlantic City, New Jersey, 08401, is charged with preventing and eliminating discrimination in employment, housing, and access to public accommodations, as well as preventing interference with rights protected under the LAD.

N.J.S.A. §§ 10:5-4, 10:5-6, 10:5-12. This action is brought by the Director in his official capacity pursuant to his authority under N.J.S.A. §§ 10:5-8.2 and 10:5-13.

13. Defendant Ironworkers Local 11 (“Local 11” or “Defendant”) is a chapter of the International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers Union, AFL-CIO, with union halls at 1500 Broad Street in Bloomfield, Essex County, New Jersey and at 462 Market Street in Perth Amboy, Middlesex County, New Jersey.

14. Local 11 is a labor organization as defined under N.J.S.A. § 10:5-5(c).

15. Under the LAD, it is unlawful for a labor organization to treat its members or applicants differently on the basis of membership in a protected class, including race, sexual orientation, or sex. N.J.S.A. § 10:5-12(b).

16. Local 11 also employs individuals at its union halls, and is also an employer as defined under N.J.S.A § 10:5-5(e).

17. Defendant Raymond Woodall was the business manager of Local 11.

18. Upon information and belief, Woodall is a Pennsylvania resident.

19. Pursuant to R. 4:3-2, venue is proper in Essex County.

FACTUAL ALLEGATIONS

I. Local 11’s Business Operations

20. At all times relevant to this complaint, Defendant Local 11 has operated a labor union. Local 11’s member ironworkers work on bridges, buildings, or in shops with rebar, structural steel, and ornamental, architectural, and miscellaneous metals.

21. At least since 2014, Local 11 has operated two union halls in New Jersey: one in Bloomfield, New Jersey, and the other in Perth Amboy, New Jersey.

22. Local 11’s officers maintain their offices in the Bloomfield union hall.

23. Local 11 operates a hiring hall and employment referral system, which has historically been run out of its Bloomfield union hall.

24. From 2014 to 2022, the Bloomfield union hall was the location where union members received job assignments from Local 11.

25. The employment referral system operated by Local 11 connects contractors in need of ironworkers with member ironworkers who need a job assignment.

26. Local 11 maintains a collective bargaining agreement with New Jersey Steel Association, Inc. (“NJSAI”), Rigging Contractors of New Jersey (“RCNJ”), Associated Construction Contractors of New Jersey (“ACCNJ”), and Construction Contractors Labor Employers of New Jersey (“CCLE”).

27. Upon information and belief, Local 11 has been an exclusive source of referrals for employment with employer-members of NSAI, RCNJ, ACCNJ, and CCLE, meaning that employer-members of these entities can employ only ironworkers who are Local 11 members.

28. Local 11’s members pay dues to maintain their membership in Local 11.

29. Local 11’s members can receive work referrals or assignments from Local 11.

30. Local 11’s hiring hall is run by a business manager and business agents.

31. Local 11’s business manager is the executive officer in charge of the daily operations of the union. The business manager supervises all of Local 11’s salaried personnel, including business agents.

32. Local 11’s business agents are tasked with drafting reports, conducting field visits, assisting in the operation of the union’s employment referral system, and performing all other work related to the operations of the union.

33. In March 2008, Raymond Woodall became Local 11's business manager after the former business manager retired. He served in that role until July 2022.

34. From 2014 to 2018, Local 11's business agents were Richard Malcolm, John Wade, Michael Leslie, Michael McKiernan, and Brett Torppey.

35. From 2018 to 2022, Local 11's business agents were Richard Malcolm, John Wade, Michael Leslie, Michael McKiernan, and Charles McFadden.

36. From January 1, 2021 to July 2022, Raymond Woodall's son, Raymond Woodall, Jr., was also a business agent.

37. In July 2022, Richard Malcolm replaced Raymond Woodall as Local 11's business manager.

38. Upon information and belief, Local 11's business agents since July 2022 are Charles McFadden, James Creegan, and Michael Kenny. Michael Leslie and John Wade also remain listed on Local 11's website.

II. Local 11 Created or Maintained a Hostile Work Environment That Was Permeated with Racist, Homophobic, and Sexist Conduct

39. Local 11 created or maintained a hostile work environment where Local 11 leadership, employees, or members repeatedly used sexist language and racial slurs, and distributed homophobic materials to humiliate or embarrass other members or employees. Local 11 failed to take effective action to investigate, prevent, address, or remedy the harassment and discrimination in its workplace.

A. Offensive and Discriminatory Conduct Involving Union Member J.G.

40. In or around 2015, J.G., a Black female former union member, was repeatedly subjected to a hostile work environment by her non-Black, male co-workers.

41. J.G.'s male, non-Black co-workers called her "nigger," locked her in the bathroom for hours at a time, and repeatedly smacked her on the buttocks.

42. J.G. reported this harassment to Woodall and other business agents on at least six occasions.

43. Each time she spoke to Woodall about the abuse she suffered, Woodall would scream at her and assign her one-day jobs instead of longer, more desirable assignments.

44. In 2015, J.G. contacted a State Senator's office to complain about Woodall's conduct and the abuse she was experiencing on the job.

45. After J.G.'s complaint to the State Senator's office, she was called into Woodall's office, where Woodall admonished her and told her to stop complaining.

46. J.G. has not been an active Union member since 2017. She does not desire to return due to the racism and sexism she faced, and the lack of support she received from Local 11.

47. Upon information and belief, Respondent never investigated, nor attempted any remedial or corrective action to address, J.G.'s complaints of discrimination and harassment.

B. Offensive and Discriminatory Conduct Involving Business Agent Torppey

48. Upon information and belief, from at least 2016, business agent Brett Torppey kept a nude female mannequin hanging in a closet in his office in the Bloomfield union hall.

49. Upon information and belief, Woodall was aware of the nude female mannequin in Torppey's closet for several years, but did not ask Torppey to remove it.

50. Local 11 did not request that Torppey remove the mannequin until in or around February 2018.

51. Local 11—and specifically Woodall, in his role as the business manager—also encouraged or permitted a hostile workplace in which Torppey was targeted with homophobic slurs and pornographic material between 2014 and 2018.

52. During this period, Torppey discovered that photographs of pornographic images had been taped to his work computer, placed in his work bag, or left on his desk at Local 11. These photographs included one of two men preparing to engage in oral sex with accompanying text stating: “Brett getting ready for work.” The photographs also included one of two men engaging in oral sex with accompanying text stating: “Brett at work.” Another image contained a face with a penis for a nose with text stating: “Big nose faggot Brett.”

53. Woodall was aware that this material had been directed at Torppey and claimed that similar offensive content had been directed to him.

54. Torppey believed Woodall either created or directed someone to send Torppey these materials.

55. Business agent John Wade texted Torppey that he does not understand why Woodall sends “those letters.”

56. Woodall accused Torppey of referring to members as “gays” and “fags.”

57. Torppey also received offensive phone messages generated by “Dial My Call,” the software used only by Local 11 officers to generate mass messages to its members.

58. These phone messages consisted of a person engaging in derogatory impersonations of a Black man and making sexually explicit statements and solicitations.

59. The employees or members who sent those offensive calls to staff and union members made the calls appear as though they originated from Torppey’s phone by inputting Torppey’s phone number into the “Dial My Call” program.

60. Woodall admitted that he created one of these phone messages but claimed that he did not realize that “Dial My Call” would make it appear that the message originated from Torppey.

61. After Torppey elevated his complaints to leadership outside of Local 11, a law firm was brought in to investigate Torppey’s allegations in or around February 2018.

62. The law firm memorialized their findings in a memorandum approximately five months later on July 5, 2018.

63. The memorandum, titled “Refusal to Perform Work Assignments/Claims of Sexual Harassment,” did not fully investigate Torppey’s allegations of sexual harassment. Instead, it focused on allegations against Torppey for not fulfilling his work responsibilities.

64. The memorandum acknowledged the presence of pornographic material at Local 11 and the use of homophobic language. But it did not address who sent the materials. It did not include any specific conclusions about Torppey’s complaint. And it did not propose how Local 11 could prevent, remedy, or address the discriminatory conduct and harassment in the workplace.

65. The attorneys from the law firm merely told the business agents and business manager “to cease and desist conduct towards Torppey or[,] for that matter, towards each other.”

66. Upon information and belief, an attorney from the law firm conducted a training on sexual harassment.

67. Local 11 also adopted a Non-Discrimination and Non-Retaliation Policy in or around May 2018.

68. Despite the adoption of that policy, however, Torppey continued to complain afterwards that Woodall was retaliating against him. Torppey said that he was still receiving sexually-explicit phone calls and that Woodall “was making his life miserable in the office.”

C. Raymond Woodall's Use of Racist and Sexist Slurs and His Failure to Appropriately Address Racist, Sexist, and Homophobic Slurs.

69. As business manager, Raymond Woodall himself repeatedly used racist and sexist language that created a hostile work environment, and he failed to respond appropriately when other employees or members of Local 11 used racist, homophobic, or sexist language.

70. Woodall called female members "split tails," a derogatory term for women.

71. While serving as business manager, Woodall used the word "nigger" in the presence of other union members and was aware that other union members had used the word in the union hall and on job sites.

72. An audio recording of Woodall captured him saying to another union member on the phone that "[i]t was you and the nigger that didn't show up. It was you and the fuckin' shine that didn't show up. Don't act like a fuckin' white shine."

73. In February 2019, union member Kesha Green met with Woodall in Woodall's office in the Bloomfield union hall and confronted him, indicating that she had come into possession of a recording of him using a racial slur.

74. During that conversation, when Green told Woodall that she had heard that he used the word "nigger" in describing a person who did not show up for a job, Green stated to Woodall that "[i]t just made me feel like is that how he feel about me? Is that how he look at me? Is that how he see me?"

75. Woodall was also aware that business agent Torppey used the term "silverback gorilla" to refer to Green.

76. As noted, Woodall was also aware of discriminatory conduct against Black female union member J.G., including that other members called her "nigger," locked her in the bathroom for hours at a time, and repeatedly smacked her on the buttocks.

77. As noted, Woodall was also aware of discriminatory conduct against Torppey, including that Torppey was targeted with homophobic slurs and pornographic material.

78. Despite being aware of discriminatory comments in Local 11's workplace, Woodall did not make any effort to discipline those making the comments, engage in any further investigation, or otherwise prevent such conduct from occurring.

79. Local 11 permitted a workplace where sexist language, homophobic slurs, and racial slurs could be uttered without ramifications, and Local 11's leadership condoned and even participated in this and other discriminatory and harassing conduct.

80. Local 11 has failed to demonstrate that its leadership made any meaningful attempts to investigate, eliminate, or prevent the hostile work environment that resulted from the conduct of Local 11's leadership, staff, and members.

III. Local 11 Discriminated on the Basis of Race in Operating Its Hiring Hall

81. Local 11 operates a hiring hall and serves as an employment referral source for contactors in need of ironworkers.

82. In operating the hiring hall and referring jobs to union members, however, Local 11 systematically bypassed Black union members for jobs.

83. Local 11 bypassed qualified Black union members for jobs in favor of similarly situated non-Black union members and other non-Black workers.

84. Local 11 permitted non-member traveling workers with ironwork qualifications to seek ironwork referrals through its hiring hall. While this Complaint generally refers to "members," such references should be understood to include traveling workers as well.

A. Local 11’s Procedures for Operating Its Hiring Hall

85. Local 11 maintains rules and procedures for the operation of its hiring hall, including rules for distributing job referrals or work assignments among members.

86. Upon information and belief, Local 11 maintained a physical, hard-copy referral book in its Bloomfield union hall from at least 2018 to 2022.

87. During the period from 2018 to 2022, Union members seeking a job assignment or referral were required to personally appear at the union hall and sign the hard-copy referral book. The hall opened at 6:00 a.m. Members could sign the book between 6:30 a.m. and 6:45 a.m. each day, or until the last member present signed. Union members and non-members would then wait in the Bloomfield union hall until their names were called for a job assignment or referral.

88. An illustrative excerpt from the referral book is reproduced below:

NAME	DATE OF REGISTRATION	CLASSIFICATIONS OR PHASES OF WORK OR SUBDIVISIONS THEREOF, YOU ARE QUALIFIED AND DESIRE TO PERFORM ON NEXT REFERRAL	DATE REFERRED OR OFFERED REFERRAL	PHASE OR PHASES OF WORK REFERRED TO PERFORM	ABSENT/REFUSED WHEN CALLED FOR REFERRAL	NOTES	MEMBER NUMBER
Pe [redacted] Mo [redacted]	8-20-18	struc, misc, rigging	8-20	STR			[redacted]
[redacted]	8-20-18	Struc - Misc - Rig	8-21	STR			[redacted] 7
W [redacted] B [redacted]	8-20-18	STRUC - Rods - Misc - Rig	8-20	STR		See	[redacted] 2
U [redacted]	8-20-18	App 4	8-21	STR		A	[redacted]

89. The referral book contained columns for the member’s name, the date the member requested the work referral in person, and a list of the member’s qualifications or classifications and the type of work they were seeking, among others. Classifications and types of work included “structural,” “rods,” “rigging,” “glass,” “connector,” “welder,” and a catch all “miscellaneous.”

90. A member could also note whether he or she was an apprentice. Completing the apprenticeship program takes four years, and each year was denoted by a number in the referral book. For example, a notation of “App 1” reflects a union member who is an apprentice 1 or in his or her first year of training.

91. The referral book also contained columns for Local 11's business manager to document information once a referral was made. These columns included the date of the referral, the type of work offered, and if a union member was absent or refused the assignment when called for the referral.

92. The referral book also contained a column for notes. For example, a notation could indicate that a contractor "called back" the specific member to the job assignment or indicated that specific qualifications were necessary, including secured work access clearance (indicated as "swac") for assignments at locations like the Newark airport.

93. When contractors called Local 11's business office with a work assignment or referral, Local 11's business agents would record information about the work assignment or referral and memorialize those referrals on paper slips. Those paper slips would be aggregated and reviewed by the business manager.

94. The Local 11 business manager would then select union members for the assignment based on the names in the physical referral book.

95. Per its stated policy, Local 11's general rule was to distribute referrals or job assignments based on the order in which members signed the physical referral book.

96. There were two exceptions to this general referral procedure. First, where a member does not have the required skills or abilities requested by a contractor for a specific assignment, the business manager could go to the next member on the list with the required skill. Second, where a contractor requested a specific member, that member would be referred to the assignment regardless of their sequence placement in the log-in book.

97. Where a contractor requested a specific member, that request would be memorialized in the physical referral book.

98. A member could choose to skip the assignment offered if a job referral lasted less than three days. In those circumstances, the member was placed on a “short list.” Members on the “short list” would then be referred out to other jobs based on their placement on that list.

99. In the ordinary course, Local 11’s business agent would call members’ names, and the members would go back into the business manager’s office. The business manager would offer the referral and the member would either accept or refuse the job assignment.

100. If a member accepted the referral, it would be documented in the referral book.

101. If a member was not present when their name was called, that member would be marked as absent.

102. The union’s protocols required that Local 11’s business agent would go back into the union hall and call out the next name that appeared sequentially in the referral book, and the member called but not present was marked as absent.

103. Local 11’s protocols further required that once a member puts their name on the referral list, they remain on the list until they either (a) receive a referral or (b) are absent or refuse work three times, after which they must re-sign the list.

104. Local 11 memorialized its policy for members to re-sign the referral book after three refusals in its revisions to its hiring hall policy in 2019.

105. In his role as Local 11’s business manager, Raymond Woodall was responsible for Local 11’s job assignments and referrals from 2009 to July 2022. If he was unable to perform his duties, a business agent stepped in to oversee the assignment and referral process.

106. Local 11 permitted Woodall to manually collect paper slips and “sort” them behind closed doors before assigning referrals to members.

B. Local 11 Systematically Bypassed Black Union Members for Job Referrals.

107. As part of its investigation of Kesha Green's complaint, DCR reviewed copies of Local 11's referral book with entries dated from August 20, 2018 to November 25, 2019.

108. Woodall identified the race of the union members. If he was uncertain, he left it blank.

109. Local 11 engaged in a systematic pattern or practice of bypassing Black members in favor of non-Black members who signed the referral book later.

110. Between August 20, 2018 and November 25, 2019, there were at least 54 instances, out of 348 entries for Black members, where Black members were passed over in favor of a non-Black member despite signing the referral book before the non-Black union member, resulting in the non-Black member who signed after the Black member receiving a referral earlier than the Black member.

111. This pattern or practice resulted in 343 days of lost work for Black members.

112. An example from Local 11's referral book appears below, with annotations added in red. The entry involves a Black member, identified as "B8," who was qualified to perform structural work (denoted as "STR"). B8 signed the referral book on December 20, 2018, one day prior to a similarly situated non-Black member, identified as "M.B.," who was also qualified to perform structural work. While M.B. received a job referral for structural work on January 7, 2019, B8 was skipped over when this structural referral was assigned and did not receive a job

referral until seven days later, or January 14, 2019. B8, like M.B., listed structural as a qualification. In this instance, B8 lost out on seven days of work to M.B.

NAME	DATE OF REGISTRATION	CLASSIFICATIONS OR PHASES OF WORK, OR SUBDIVISIONS THEREOF, YOU ARE QUALIFIED AND DESIRE TO PERFORM ON NEXT REFERRAL	DATE REFERRED OR OFFERED REFERRAL	PHASE OR PHASES OF WORK REFERRED TO PERFORM	ABSENT/REFUSED WHEN CALLED FOR REFERRAL	NOTES	MEMBER NUMBER
[REDACTED]	12/18/2018	APP-4	1-25	STR			[REDACTED]
[REDACTED]	12/18/2018	STR, M.Sc, Rig, CW			AAA		[REDACTED]
[REDACTED]	12/19/2018	STR misc CW inner Rig	1-14	CW sum			[REDACTED]
[REDACTED]	12/20/2018	STR Misc CW inner Rig	1-8	STR		Swac	[REDACTED]
[REDACTED]	12/20/2018	APP3			AAA		[REDACTED]
[REDACTED]	12-20-18	Rods	12-20-18	RODS		Recall	[REDACTED]
B8	12-20-18	STR, Misc CW, Rig	1-14	CW			[REDACTED]
[REDACTED]	12-21-18	APP 1	1-31	STR			[REDACTED]
[REDACTED]	12-21-18	Str. Conn Misc CW Rig	1-7	CW			[REDACTED]
[REDACTED]	12-21-18	STR misc - R/C	1-7			Request	[REDACTED]
[REDACTED]	12-21-18	STR misc CW inner and Rig	1-21	STR		AA	[REDACTED]
[REDACTED]	12-21-18	APP 3	2-12	STR		AA RR	[REDACTED]
M.B.	12-21-18	CONN Rig str misc	1-7	STR/lead			[REDACTED]
[REDACTED]	12-21-18	Rig STR Rod Misc Conn	12-26	Rel		Swac	[REDACTED]

113. Instances of Local 11 bypassing qualified Black members for similarly situated non-Black members appear throughout Local 11’s job referral book, as detailed below.

114. These Black members had the required skills for the referrals assigned to the non-Black members who signed the referral book after them.

115. DCR uses B1 to B36 to identify Black members, and initials for non-Black members, in order to shield the identities of these members. DCR has previously provided Local 11 with the full names of the referenced Black members. Additionally, where race is not listed for a member or non-member, it is because Local 11 did not identify that person as Black but was also otherwise unable to specify the person’s race. Upon information and belief, such persons are non-Black.

116. The Black union members who were bypassed for a job assignment include, but are not limited, to the following individuals:

- i. On August 20, 2018, B1, a qualified Black member, signed the referral book in person and was passed over in favor of W.B., a similarly situated white member,

who received a referral one day before B1 despite signing the referral book after B1 on the same day. B1 lost one day of work.

- ii. On September 6, 2018, B2, a qualified Black member, signed the referral book in person and was passed over in favor of T.F. and K.P., both similarly situated white members. T.F. and K.P. received referrals 11 days before B2 despite signing the referral book after B2 on the same day. B2 lost 11 days of work.
- iii. On September 17, 2018, B3, a qualified Black member, signed the referral book in person and was passed over in favor of R.F., who is a similarly situated white member, and B.B., a similarly situated member who upon information and belief is non-Black. Both B.B. and R.F. received referrals 12 days before B3 despite signing the referral book after B3 on the same day. B3 lost 12 days of work.
- iv. On October 9, 2018, B4, a qualified Black member, signed the referral book in person and was passed over in favor of R.L., a similarly situated white member, who received a referral 23 days before B4 despite signing the referral book after B4 on the same day. B4 lost 23 days of work.
- v. On October 29, 2018, B5, a qualified Black member, signed the referral book and was passed over in favor of J.R., a similarly situated non-member who upon information and belief is non-Black, and who received a referral 7 days before B5 despite signing the referral book after B5 on the same day. B5 lost 7 days of work.
- vi. On November 2, 2018, B6, a qualified Black member, signed the referral book and was passed over in favor of J.C., a similarly situated white member, who received a referral 20 days before B6 despite signing the referral book after B6 on the same day. B6 lost 20 days of work.

- vii. On November 8, 2018, B7, a qualified Black member, signed the referral book in person and was passed over in favor of B.S., a similarly situated white member, who received an assignment 6 days before B7 despite signing the referral book after B7 on the same day. B7 lost 6 days of work.
- viii. On December 20, 2018, B8, a qualified Black member, signed the referral book in person and was passed over in favor of M.B., a similarly situated white member, who received an assignment 7 days before B8 despite signing the referral book the day after B8. B8 lost 7 days of work.
- ix. On December 26, 2018, B9, a qualified Black member, signed the referral book in person and was passed over in favor of D,D, a similarly situated non-Black member, who received an assignment work 9 days before B9 despite signing the referral book a day after B9. B9 lost 9 days of work.
- x. On January 9, 2019, Kesha Green, a qualified Black member, signed the referral book in person and was passed over in favor of G.R., a similarly situated white member, who received an assignment 9 days before Green received an assignment despite signing the referral book 2 days after her. Green lost 9 days of work.
- xi. On January 30, 2019, B5, a qualified Black member, signed the referral book in person and was passed over in favor of P.R., a similarly situated white member, who received a referral 19 days before B5 despite signing the referral book after B5. B5 lost 19 days of work.
- xii. On February 1, 2019, B10, a qualified Black member signed the referral book in person and was passed over in favor of M.S. and M.R., both similarly situated white

members. M.S. and M.R. received referrals 8 days before B10 despite signing the referral book 3 days after B10. B10 lost 8 days of work.

- xiii. On February 11, 2019, B11, a qualified Black member, signed the referral book in person and was passed over in favor of J.B., a similarly situated non-member who upon information and belief is non-Black, and who received an assignment 6 days before B11 despite signing the referral book a day after B11. B11 lost 6 days of work.
- xiv. On March 1, 2019, B12, a qualified Black member, signed the referral book in person and was passed over in favor of S.S., a similarly situated white member, who received a referral a day before B12 despite signing the referral book 3 days after B12. B12 lost a day of work.
- xv. On March 7, 2019, B13, a qualified Black member, signed the referral book in person and was passed over in favor of K.I., a white member, who received a referral 9 days before B13 despite signing the referral book after B13 on the same day. B13 lost 9 days of work.
- xvi. On March 7, 2019, Kesha Green, a qualified Black member, signed the referral book in person and was passed over in favor of J.B., a similarly situated white member, who received a referral 6 days before Green despite signing the referral book 6 days after her. Green lost 6 days of work.
- xvii. On March 8, 2019, B14, a qualified Black member, signed the referral book in person and was passed over in favor of M.F., a similarly situated white member, who received an assignment 16 days before B14 despite signing the referral book 6 days after B14. B14 lost 16 days of work.

- xviii. On March 11, 2019, B15, a qualified Black member, signed the referral book in person and was passed over in favor of A.L., a similarly situated Hispanic member, who received an assignment 18 days before B15 despite signing the referral book after B15 on the same day. B15 lost 18 days of work.
- xix. On March 13, 2019, B16, a qualified Black member, signed the referral book in person and was passed over in favor of A.F., a similarly situated Hispanic member, who received a referral 2 days before B16 despite signing the referral book a day after B16. B16 lost 2 days of work.
- xx. On March 14, 2019, B8, a qualified Black member, signed the referral book in person and was passed over in favor of A.C., a similarly situated white member, who received a referral 3 days before B8 despite signing the referral book after B8 on the same day. B8 lost 3 days of work.
- xxi. On March 22, 2019, B6, a qualified Black member, signed the referral book in person. He was passed over in favor of A.S., a similarly situated white member. A.S. signed the referral book on the same day but after B6 and was noted absent once. Nonetheless, A.S. received a referral 4 days before B6. B6 lost 4 days of work.
- xxii. On April 4, 2019, B17, a qualified Black member, signed the referral book in person and was passed over in favor of B.C., a similarly situated white member, who received an assignment 4 days before B17 despite signing the referral book a day after B17. B17 lost 4 days of work.
- xxiii. On April 8, 2019, B18, a qualified Black member, signed the referral book in person and was passed over in favor of G.P., a similarly situated white member, who

received an assignment a day before B18 despite signing the referral book one day after B18. B18 lost 1 day of work.

xxiv. On April 12, 2019, B3, a qualified Black member, signed the referral book in person and was passed over in favor of A.M. and R.S., both similarly situated white members, who received referrals before B3 despite signing the referral book after B3. A.M. received a referral 10 days before B3 despite signing the referral book after B3 on the same day. R.S. received a referral 15 days before B3 despite signing the referral book 4 days after B3. B3 lost 15 days of work.

xxv. On April 18, 2019, B5, a qualified Black member, signed the referral book in person and was passed over in favor of J.S., a similarly situated white member, P.M., a similarly situated white member, and V.G., a similarly situated Hispanic member. All three received referrals before B5 despite signing the referral book after B5. J.S. received his referral 22 days before B5. P.M. received his referral 4 days before B5. V.G. received his referral 5 days before B5. B5 lost 22 days of work.

xxvi. On May 8, 2019, B19, a qualified Black member, signed¹ the referral book in person and was passed over in favor of M.B.2 and P.W., both similarly situated white members, who signed the referral book after B19 on the same day. M.B.2 and P.W. both received referrals 2 days before B19. B19 lost 2 days of work.

xxvii. On June 5, 2019, B15, a qualified Black member, signed the referral book in person and was passed over in favor of S.W., a similarly situated white member, who

¹ Upon information and belief, B19 wrote “5/18/19” but intended to write “5/8/19” when he signed the referral book.

received an assignment 4 days before B15 despite signing the referral book the day after B15 and having a noted absence. B15 lost 4 days of work.

xxviii. On June 10, 2019, B20, a qualified Black member, signed the referral book in person and was passed over in favor of C.P., a similarly situated white member, who received an assignment 4 days before B20 despite signing the referral book after him on the same day. B20 lost 4 days of work.

xxix. On July 18, 2019, B21, a qualified Black member, signed the referral book in person and was passed over in favor of E.L., a similarly situated Hispanic member who received a referral three days before B21 despite signing the referral book after B21 on the same day. B21 lost 3 days of work.

xxx. On July 18, 2019, B22, a qualified Black member, signed the referral book in person and was passed over in favor of E.L, a similarly situated Hispanic member, who received a referral three days before B22 despite signing the referral book after B22 on the same day. B22 lost 3 days of work.

xxxi. On July 24, 2019, B23, a qualified Black member, signed the referral book in person and was passed over in favor of three similarly situated non-Black members who signed the referral book after B23. K.Y., a similarly situated white member, received a referral a day before B23 despite signing the referral book after B23 on the same day. D.M. and R.T., both similarly situated Hispanic members, who signed the referral book 2 days after B23, received assignments a day before B23. All three non-Black members received their referral a day before B23. B23 lost a day of work.

- xxxii. On July 26, 2019, B24, a qualified Black member, signed the referral book in person and was passed over in favor of M.B.3, a similarly situated white member, and J.B., a similarly situated Hispanic member. M.B.3 and J.B. signed the referral book after B24, but they received assignments before B24. M.B.3 received a referral 2 days before B24 and J.B. received a referral 3 days before B24. B24 lost 3 days of work.
- xxxiii. On July 31, 2019, B25, a qualified Black member, signed the referral book in person and was passed over in favor of L.G., a similarly situated white member, who received a referral a day before B25 despite signing the referral book after B25 on the same day. B25 lost one day of work.
- xxxiv. On August 12, 2019, B23, a qualified Black member, signed the referral book in person and was passed over in favor of A.T., a similarly situated white member, who received a referral 2 days before B23 despite signing the referral book a day after B23. B23 lost 2 days of work.
- xxxv. On August 15, 2019, B24, a qualified Black member, signed the referral book in person and was passed over in favor of J.G.2, a similarly situated white member who received a referral 3 days before B24 despite signing the referral book a day after B24. B24 lost 3 days of work.
- xxxvi. On August 16, 2019, B25, a qualified Black member, signed the referral book in person and was passed over in favor of A.M., a similarly situated white member, who received a referral 2 days before B25 despite signing the referral book after B25 on the same day. B25 lost 2 days of work.

- xxxvii. On August 19, 2019, B26, a qualified Black member, signed the referral book in person and was passed over in favor of N.B., a similarly situated white member, and J.M., a similarly situated white member, who both received referrals before B26 despite signing the referral book after B26 on the same day. N.B. received a referral 2 days before B26 and J.M. received a referral 3 days before B26. B26 lost 3 days of work.
- xxxviii. On August 28, 2019, B27, a qualified Black member, signed the referral book in person and was passed over in favor of L.M., a similarly situated white member, who received a referral a day before him despite signing the referral book after B27 on the same day. B27 lost 1 day of work.
- xxxix. On August 28, 2019, B28, a qualified Black member, signed the referral book in person and was passed over in favor of L.M., a similarly situated white member, who received a referral 7 days before him despite signing the referral book after B28 on the same day. B28 lost 7 days of work.
- xl. On August 29, 2019, B29, a qualified Black member, signed the referral book in person and was passed over in favor of M.A., a similarly situated white member, who received a referral 4 days before him despite signing the referral book a day after B29. B29 lost 4 days of work.
- xli. On September 4, 2019, B30, a qualified Black member, signed the referral book in person and was passed over in favor of W.S., a similarly situated white member, who received a referral 7 days before B30 despite signing the referral book after him on the same day and with two absences. B30 lost 7 days of work.

- xlii. On September 9, 2019, B31, a qualified Black member, signed the referral book in person and was passed over in favor of R.F.2, a similarly situated white member, who received a referral 7 days before B31 despite having signed the book after B31 on the same day and having one absence. B31 lost 7 days of work.
- xliii. On September 12, 2019, B32, a qualified Black member, signed the referral book in person and was passed over in favor of E.M., a similarly situated Hispanic member, who received a referral 7 days before B32 despite signing the referral book after B32 on the same day. B32 lost 7 days of work.
- xliv. On September 13, 2019, B26, a qualified Black member, signed the referral book and was passed over in favor of R.P., a similarly situated white member, who received a referral 4 days before B26 despite signing the referral book after B26 on the same day. B26 lost 4 days of work.
- xlvi. On September 13, 2019, B33, a qualified Black member, signed the referral book in person and was passed over in favor of E.K., a similarly situated member, who upon information and belief is non-Black. E.K. received a referral 2 days before B33 despite signing after B33 on the same day. B33 lost 2 days of work.
- xlvi. On September 16, 2019, B28, a qualified Black member, signed the referral book and was passed over in favor of A.S., a similarly situated white member, who received a referral 4 days before B28 despite signing the referral book after B28 on the same day. B28 lost 4 days of work.
- xlvii. On September 17, 2019, B34, a qualified Black member, signed the referral book in person and was passed over in favor of R.M. and M.H., both similarly situated white members, who received referrals before B34 despite signing the referral book

after B34 on the same day. R.M. received a referral 4 days before B34 and M.H. received a referral 3 days before B34. B34 lost 4 days of work.

xlvi. On September 27, 2019, B32, a qualified Black member, signed the referral book in person and was passed over in favor of M.B.4 and K.H., both similarly situated white members, who received referrals 3 days before B32 despite signing after B32 on the same day. B32 lost 3 days of work.

xlix. On October 4, 2019, B35, a qualified Black member, signed the referral book and was passed over in favor of M.L., a white similarly situated member who signed the referral book 3 days after B35. M.L. received a referral on the same day he signed the referral book and 8 days before B35. B35 lost 8 days of work.

l. B36, a qualified Black member, was passed over twice in a row.

i. On October 11, 2019, B36 signed the referral book and was passed over in favor of I.E., a similarly situated member who upon information and belief is non-Black, who signed the referral book 3 days after B36. I.E. received a referral 2 days before B36 received a referral. B36 lost 2 days of work.

ii. On October 24, 2019, B36 again signed the referral book and was passed over in favor of two non-Black members. B36 was passed over in favor of T.L., a similarly situated white member, and J.D., a similarly situated Hispanic member, who both received referrals 2 days before B36 despite signing the referral book a day after B36. B36 lost 2 days of work.

li. On October 14, 2019, B6, a qualified Black member, signed the referral book in person and was passed over in favor of A.T., a similarly situated white member and J.R., a similarly situated non-member who upon information and belief is non-

Black. Both A.T. and J.R. received referrals before B6 despite signing the referral book after B6. A.T. received a referral 2 days before B6. J.R. received a referral 3 days before B6. B6 lost 3 days of work.

lii. On October 28, 2019, B30, a qualified Black member, signed the referral book in person and was passed over in favor of M.A. and T.C., both similarly situated white members, who received referrals before B30 despite signing the referral book after B30 on the same day. Both received referrals 6 days before B30. B30 lost 6 days of work.

liii. On November 15, 2019, B26, a qualified Black member, signed the referral book in person and was passed over in favor of similarly situated white members— M.B.4., R.P., J.R., and J.M. All four signed the referral book after B26 on the same day, and all received referrals before him. M.B.4 received a referral 3 days before B26. R.P received a referral 6 days before B26. J.R. received a referral 6 days before B26. J.M. received a referral 3 days before B26. B26 lost 6 days of work.

117. Upon information and belief, these Black members who were passed over for employment referrals were physically present in the hiring hall waiting for referrals.

118. In connection with each of the above-referenced entries, there were no notations in the referral book indicating that these Black members were absent when they were called or that they refused an assignment.

119. In connection with each of the above-referenced entries, there were no “call back” or “requested” notations for the similarly-situated non-Black members who received referrals before the Black members despite signing the referral book after them.

120. Because they were skipped over, these and other Black union members were subjected to differential treatment.

121. Black union members were also skipped far more often than non-White members. Based on the data Local 11 provided regarding its employment referral practices between August 20, 2018 and November 25, 2019, Black union members were skipped at a rate more than three times higher than white union members.

122. Due to Local 11's actions, Black members lost income, were denied significant professional opportunities, and experienced emotional distress.

C. Local 11 Permitted Its Business Manager Unchecked Discretion To Deviate From The Union's Stated Rules In Connection With Job Referrals.

123. Local 11 regularly permitted its business manager to sort the paper slips containing job referrals behind closed doors and distribute referrals using their own unchecked discretion, and not in accordance with Local 11's stated rules.

124. Due to the exercise of such unchecked discretion, the business manager frequently deviated from Local 11's stated rules when distributing job referrals to members.

125. As a result of these deviations from Local 11's stated rules, the Union regularly bypassed qualified Black members for job referrals at a far higher rate than similarly situated non-Black members, resulting in Black members losing days of work.

126. In addition, as a result of these deviations from Local 11's stated rules, the Union distributed shorter job assignments to qualified Black members than to similarly situated non-Black members.

127. Since members benefitted from steady, frequent work, assignments that were short in duration were viewed as inferior or less-coveted assignments.

128. For example, on September 7, 2018, Green was referred to an assignment that lasted less than two weeks, while that same day white members who signed the referral book after her were referred to the Bayonne Bridge project, a long-term project that was understood to be a much more desirable project by virtue of its long-term duration.

129. Additionally, on September 19, 2018, Green received a referral to an assignment that lasted less than two weeks, while that same day white members who signed the referral book after her were assigned to work for the Bayonne Bridge project.

130. Upon information and belief, Woodall withheld long-term work referrals from Black members in favor of non-Black members who signed the referral book later.

D. Local 11 Failed to Promptly Correct or Prevent Race Discrimination in the Operation of Its Employment Referral System.

131. On or around September 1, 2019, Local 11 revised its hiring hall referral procedures. However, under the revised procedures, members were still required to sign a hard-copy book located in the Bloomfield union hall, and Local 11's rule of assigning referrals in the order that a person signed the book also remained in effect.

132. Despite the revisions to its hiring hall referral procedures, Black members continued to be passed over for job referrals on a regular basis. Indeed, in approximately the first three months following the implementation of those revised referral procedures, there were at least 14 instances in which qualified Black union members were passed over for job referrals in favor of similarly situated non-Black members who signed the physical referral book later. See Compl. ¶¶ 116xli-116lii.

133. Local 11's revised hiring hall referral procedures did not correct or prevent discrimination in the hiring hall referral process.

134. Woodall continued to serve as business manager and continued to control Local 11's job assignments and referral process until July 2022.

135. Since July 2022, Richard Malcolm has been Local 11's business manager and is responsible for job assignments and referrals.

136. Upon information and belief, Local 11's hiring hall referral procedures were modified again on August 15, 2022.

137. Since that date, Local 11 has no longer required its members to appear in person at the Bloomfield union hall to sign a physical referral book. Instead, members seeking a work assignment or referral must call the union hall between 6:30 a.m. and 7:00 a.m. to be placed on the referral list. A business manager or business agent receiving the call then inputs the member's request and information into an electronic system.

138. Under this revised policy, once an applicant puts their name on the referral list, they remain on the list until they receive a job or are absent or refused work three times.

139. Being absent under this revised policy means that an applicant received a call or text message and failed to respond back to the call or text message before 10 a.m.

140. Upon information and belief, Local 11's hiring hall referral process has otherwise remained the same since August 15, 2022. This includes the general rule that members should receive job referrals in the order they have called into the hiring hall to request a referral.

141. Upon information and belief, Local 11 has not made changes to its hiring hall referral process to detect, correct, or remedy discriminatory conduct during the process.

142. Indeed, because of the changes Local 11 made to its employment referral system in August 2022, there are now even fewer accountability measures in place that would enable Local 11 to identify or remedy discrimination by Local 11's business manager and business agents.

143. Prior to August 15, 2022, members were notified of their assignments in person.

144. After August 15, 2022, Local 11 now calls or send a text message to a member or applicant with their job assignment referral.

145. Under the revised procedures, union members can no longer observe whether they are receiving job assignments or referrals in the order they signed up for them, or whether they are receiving shorter or less desirable assignments than other members, information that was previously ascertainable by reviewing the job referral book.

146. As a result, these revised procedures make it even harder to detect, identify, prevent, or remedy discrimination in Local 11's hiring hall referral practices.

147. Local 11 has not taken appropriate or reasonable steps necessary to promptly correct discriminatory behavior in connection with its employment referral process.

COUNT ONE

HOSTILE WORK ENVIRONMENT – LABOR ORGANIZATION AND EMPLOYER BASED ON RACE IN VIOLATION OF N.J.S.A. §§ 10:5-12(b) AND 10:5-12(a)

148. Plaintiffs repeat the allegations set forth in the preceding paragraphs of this Complaint as though fully set forth herein.

149. The LAD, at N.J.S.A. § 10:5-12(b), prohibits, among other things, a labor organization from discriminating against members on the basis of race.

150. Defendant Local 11 is a labor organization as defined under N.J.S.A. § 10:5-5(c).

151. The LAD, at N.J.S.A. § 10:5-12(a), prohibits, among other things, an employer from discriminating against its employees on the basis of race.

152. Defendant Local 11 is an employer as defined under N.J.S.A. § 10:5-5(e).

153. Local 11's business manager and agents used racial slurs in the workplace.

154. Local 11's business manager and agents used its mass message broadcasting software to create phone messages with derogatory impersonations of a Black man.

155. Members were aware that Local 11's business manager and agents used racial slurs.

156. Such conduct was sufficiently severe or pervasive that a reasonable person would have deemed it to be hostile, abusive, intimidating, or offensive.

157. Local 11 received complaints by members notifying Local 11 and its managers and representatives of racially discriminatory language and conduct used in the union hall and the offices of Local 11's business managers or agents located in the union hall.

158. Local 11 failed to take proper remedial actions to investigate, stop, or prevent the use of this language and conduct in the union hall or workplace.

159. Local 11 was willfully indifferent to the use of racial slurs and other discriminatory conduct occurring in the workplace.

160. Local 11 was negligent in its implementation and enforcement of any antidiscrimination policies that would have prevented or remediated this racial harassment.

161. The above-described actions constitute unlawful employment actions in violation of the LAD.

162. The LAD violations described herein were committed by Local 11 oppressively, willfully, and maliciously.

163. As a direct and proximate result of Local 11's LAD violations, union members suffered damages, including, but not limited to, humiliation, embarrassment, emotional distress, and mental pain and anguish.

COUNT TWO

HOSTILE WORK ENVIRONMENT – LABOR ORGANIZATION AND EMPLOYER
BASED ON SEXUAL ORIENTATION
IN VIOLATION OF N.J.S.A. §§ 10:5-12(b) AND 10:5-12(a)

164. Plaintiffs repeat the allegations set forth in the preceding paragraphs of this Complaint as though fully set forth herein.

165. The LAD, at N.J.S.A. § 10:5-12(b), prohibits, among other things, a labor organization from discriminating against members on the basis of sexual orientation.

166. Local 11 is a labor organization as defined under N.J.S.A. 10:5-5(c).

167. The LAD, at N.J.S.A. § 10:5-12(a), prohibits, among other things, an employer from discriminating against its employees on the basis of sexual orientation.

168. Defendant Local 11 is an employer as defined under N.J.S.A. § 10:5-5(e).

169. Local 11's business manager and agents were aware that homophobic slurs were used in the workplace. They were also aware of, or participated in, the display or dissemination of pornographic photographs or homophobic messages and materials in the union hall.

170. Members were aware that Local's business manager and agents used homophobic slurs.

171. Such conduct was sufficiently severe or pervasive that a reasonable person would have deemed it to be hostile, abusive, intimidating, or offensive.

172. Local 11 received complaints notifying Local 11 and its manager and representatives of homophobic language and conduct used in the union hall and the offices of Local 11's business manager and agents located in the union hall.

173. Local 11 failed to take proper remedial actions to investigate, stop, or prevent the use of the language or dissemination of discriminatory materials in the union hall or workplace.

174. Local 11 was willfully indifferent to the use of homophobic slurs and other discriminatory conduct occurring in the workplace.

175. Local 11 was negligent in its implementation and enforcement of any antidiscrimination policies that would have prevented or remediated this harassment.

176. The above-described actions constitute unlawful actions in violation of the LAD.

177. The LAD violations described herein were committed by Local 11 oppressively, willfully, and maliciously.

178. As a direct and proximate result of Local 11's LAD violations, union members suffered damages, including, but not limited to, humiliation, embarrassment, emotional distress, and mental pain and anguish.

COUNT THREE

HOSTILE WORK ENVIRONMENT – LABOR ORGANIZATION AND EMPLOYER BASED ON SEX IN VIOLATION OF N.J.S.A. §§ 10:5-12(b) AND 10:5-12(a)

179. Plaintiffs repeat the allegations set forth in the preceding paragraphs of this Complaint as though fully set forth herein.

180. The LAD, at N.J.S.A. § 10:5-12(b), prohibits, among other things, a labor organization from discriminating against members on the basis of sex.

181. Local 11 is a labor organization as defined under N.J.S.A. § 10:5-5(c).

182. The LAD, at N.J.S.A. § 10:5-12(a), prohibits, among other things, an employer from discriminating against its employees on the basis of sex.

183. Defendant Local 11 is an employer as defined under N.J.S.A. § 10:5-5(e).

184. Local 11's business manager and agents used sexist language in the workplace. They were also aware of, or participated in, the display or dissemination of sexist materials and of sexually harassing conduct in the union hall.

185. Members were aware that Local 11's business manager and agents used sexist language, including derogatory language towards women.

186. Such conduct was sufficiently severe or pervasive that a reasonable person would have deemed it to be hostile, abusive, intimidating, or offensive.

187. Local 11 received complaints by members notifying Local 11 and its managers and representatives of sexist language and conduct in the union hall and the offices of Local 11's business managers or agents located in the union hall.

188. Local 11 failed to take proper remedial actions to investigate, stop, or prevent the use of such language and such conduct in the union hall or workplace.

189. Local 11 was willfully indifferent to the use of sexist and other discriminatory conduct occurring in the workplace.

190. Local 11 was negligent in its implementation and enforcement of any antidiscrimination policies that would have prevented or remediated this sexual harassment.

191. The above-described actions constitute unlawful actions in violation of the LAD.

192. The LAD violations described herein were committed by Local 11 oppressively, willfully, and maliciously.

193. As a direct and proximate result of Local 11's LAD violations, union members suffered damages, including, but not limited to, humiliation, embarrassment, emotional distress, and mental pain and anguish.

COUNT FOUR

DIFFERENTIAL TREATMENT AND DISPARATE IMPACT BASED ON RACE –
JOB REFERRALS
IN VIOLATION OF N.J.S.A. § 10:5-12(b)

194. Plaintiffs repeat the allegations set forth in the preceding paragraphs of this Complaint as though fully set forth herein.

195. The LAD, at N.J.S.A. 10:5-12(b), prohibits, among other things, a labor organization from discriminating against members on the basis of race.

196. Named and unnamed victims are “persons” as that term is defined in the LAD.

197. Differential treatment is a form of illegal discrimination that occurs when a person in a protected class is treated less favorably than those not in the protected class.

198. Local 11 subjected named and unnamed victims to differential treatment based on their race, in violation of the LAD.

199. Local 11 engaged in a pattern and practice of deviating from its stated rule of assigning referrals in the order of when a person signed the referral book.

200. Black Local 11 members are protected class members under the LAD.

201. Black Local 11 members were objectively qualified for the jobs assigned.

202. Black Local 11 members were not given referrals according to Local 11’s stated practice despite being qualified for the referral and signing the referral book earlier than non-Black member or non-member who ultimately received the referral.

203. Local 11 skipped over Black members in favor of non-Black members who signed the referral book after Black members, forcing Black members to lose income by waiting longer for either the same or similar referral.

204. No legitimate, non-discriminatory reasons exist for Local 11's deviations from its referral policy under which jobs were assigned to union members based on the order in which they signed the referral book.

205. The LAD violations described herein were committed by Local 11 oppressively, willfully, and maliciously.

206. In the alternative, Local 11 operated its hiring hall and job-referral network in a manner that actually and predictably resulted in a disparate impact on Black members, including being bypassed for job assignments and receiving lower-quality job referrals.

207. Local 11 permitted a work assignment or referral system wherein all contractor employment opportunities were received, memorialized on slips of paper, aggregated, and then reviewed by the business manager prior to their distribution among members.

208. The Local 11 business manager would then distribute the referrals regardless of the order in which they were submitted to Local 11.

209. The Local 11 business manager exercised complete discretion in selecting the quality and duration of assignments distributed to members appearing first in the sign-in book. The Local 11 business manager frequently deviated from Local 11's stated rules.

210. Local 11 failed to establish procedures or ensure protocol to monitor the order in which contractor jobs were received by Local 11. It accordingly permitted its business manager to exercise complete discretion in the distribution of job referrals by selecting which jobs would be offered first depending on the list of names in the referral book.

211. As a consequence of this system, when referrals or job assignments were made, Black members were, at times, disproportionately passed over for assignments and forced to wait

longer to receive an assignment, or were assigned to shorter assignments, than similarly situated non-Black members.

212. Shorter assignments were less desirable because they did provided a less steady, reliable source of income.

213. Local 11's practice of affording the business manager complete discretion to assess which jobs are first selected for distribution is not job-related nor is it consistent with business necessity.

214. As a direct and proximate cause of Local 11's LAD violations, named and unnamed victims suffered damages, including but not limited to, humiliation, emotional distress, mental pain and anguish, lost wages, and continue to suffer losses in earning, job experience, and other employee benefits that they would have received absent Local 11's unlawful conduct.

COUNT FIVE

AS TO DEFENDANT RAYMOND WOODALL

AID, ABET, INCITE, COMPEL OR COERCE
ACTS FORBIDDEN UNDER THE LAD
IN VIOLATION OF N.J.S.A. § 10:5-12(e)

215. Plaintiffs repeats the allegations set forth in the preceding paragraphs of this Complaint as though fully set forth herein.

216. Defendant Raymond Woodall is a person under N.J.S.A. § 10:5-12(e).

217. Woodall used racial slurs in the Local 11 offices and union hall.

218. Woodall used sexist language in the Local 11 offices and union hall.

219. Woodall was aware of other Union members using racial slurs in the Local 11 offices and union hall.

220. Woodall was aware of the dissemination of homophobic materials in the Local 11 offices and union hall.

221. Woodall and other business agents used Local 11's mass message broadcasting program to create phone messages with derogatory impersonations of a Black man.

222. Woodall received complaints of racial slurs, sexist conduct, homophobic slurs and failed to take immediate or effective actions to investigate, stop, or prevent this harassment.

223. Woodall was generally aware or should have been aware of his role in the harassment and discrimination in Local 11's workplace.

224. As business manager of Local 11, Woodall operated a referral system that regularly skipped over Black members in favor of non-Black members who signed the referral book after Black members.

225. As business manager of Local 11, Woodall operated a referral system that assigned less desirable or shorter jobs to Black union members than to non-Black union members.

226. Woodall actively participated in many of these acts of harassment and discrimination.

227. As business manager of Local 11, Woodall failed to investigate, stop, or prevent the harassment and discrimination.

228. As a direct and proximate result of Woodall's LAD violations, named and unnamed victims suffered damages, including but not limited to, humiliation, emotional distress, mental pain and anguish, lost wages, and continue to suffer losses in earning, job experience, and other employee benefits that they would have received absent Defendant's unlawful conduct.

DEMAND FOR RELIEF


ACCORDINGLY, Plaintiffs petition this Court for judgment as follows:

- (a) Finding that Defendants committed the acts or omissions set forth in this Complaint;
- (b) Finding that such acts or omissions constitute violations of the LAD or in furtherance of violating the LAD;
- (c) Ordering Defendant Local 11, its officers, agents and employees to cease and desist from engaging in discriminatory policies and practices against Black members;
- (d) Ordering Defendant Local 11 to modify its policies, practices, and procedures as necessary to ensure its practices and procedures do not discriminate against Black members;
- (e) Ordering Defendant Local 11 to submit to monitoring by DCR for a period of five years;
- (f) Awarding compensatory damages to all aggrieved parties, including named and unnamed victims, for lost wages, humiliation, emotional distress and mental pain and anguish caused by Defendants' discriminatory conduct;
- (g) Assessing Defendants a civil monetary penalty for each violation of the LAD in accordance with N.J.S.A. § 10:5-14.1a;
- (h) Granting Plaintiffs attorneys' fees, expenses, and costs in accordance with N.J.S.A. § 10:6-2(f) and N.J.S.A. § 10:5-27; and

- (i) Affording Plaintiffs and other affected parties any additional relief the Court may deem just and equitable.

MATTHEW J. PLATKIN
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiff Matthew J. Platkin,
Attorney General of New Jersey and
Plaintiff Sundeep Iyer, Director,
New Jersey Division on Civil Rights

By:



Farn-Yi D. Foo
Douglas Praschak
Mia Dohrmann
Jillian Lewis Ollwerther
Deputy Attorneys General

Dated: June 24, 2024

RULE 4:5-1 CERTIFICATION

I certify, to the best of my information and belief, that the matter in controversy in this action is not the subject of any other action between the parties. I further certify that the matter in controversy in this action is not the subject of a pending arbitration proceeding, nor is any other action or arbitration proceeding contemplated. I certify that there is no other party who should be joined in this action. Following DCR's issuance of a finding of probable cause, Kesha Green requested a "Right to Sue" letter from the U.S. Equal Employment Opportunity Commission and has filed a complaint in U.S. District Court for the District of New Jersey captioned, Kesha Green v. Ironworkers Local 11, et al with docket no. 2:23-cv-01824. DCR substituted Sundeep Iyer, DCR Director, as complainant in accordance with N.J.A.C. § 13:4-2.2(e) and N.J.A.C. § 13:4-8.1(c). DCR has administratively closed the administrative action with DCR Docket No. EG02WB-67431 to pursue this action in Superior Court.

MATTHEW J. PLATKIN
 ATTORNEY GENERAL OF NEW JERSEY
 Attorney for Plaintiff Matthew J. Platkin,
 Attorney General of New Jersey and
 Plaintiff Sundeep Iyer, Director,
 New Jersey Division on Civil Rights

By: 

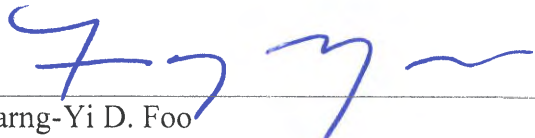
Farn-Yi D. Foo
 Deputy Attorney General

Dated: June 24, 2024

RULE 4:5-1(b)(3) COMPLIANCE

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

MATTHEW J. PLATKIN
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiff Matthew J. Platkin,
Attorney General of New Jersey and
Plaintiff Sundeep Iyer, Director,
New Jersey Division on Civil Rights

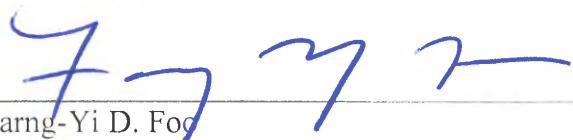
By: 
Farn-Yi D. Foo
Deputy Attorney General

Dated: June 24, 2024

JURY DEMAND

Pursuant to N.J.S.A. § 10:5-13, Plaintiffs demand a jury trial for all claims brought under the LAD and any other issues triable by a jury.

MATTHEW J. PLATKIN
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiff Matthew J. Platkin,
Attorney General of New Jersey and
Plaintiff Sundeep Iyer, Director,
New Jersey Division on Civil Rights

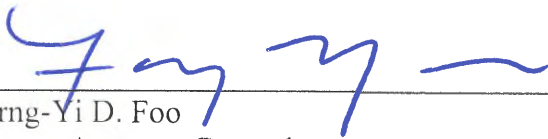
By: 
Farngh-Yi D. Fog
Deputy Attorney General

Dated: June 24, 2024

DESIGNATION OF TRIAL COUNSEL
PURSUANT TO R. 4:5-1(c)

Deputy Attorney General Farn-Yi D. Foo is hereby designated as trial counsel for this matter.

MATTHEW J. PLATKIN
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiff Matthew J. Platkin,
Attorney General of New Jersey and
Plaintiff Sundeep Iyer, Director,
New Jersey Division on Civil Rights

By: 

Farn-Yi D. Foo
Deputy Attorney General

Dated: June 24, 2024